

4/05/10 9:21:37
DK T BK 3,151 PG 200
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

4/20/10 11:22:07
DK T BK 3,156 PG 166
DESOTO COUNTY, MS
W.E. DAVIS, CH CLERK

Prepared By:
Ronnie Greenhagen
6311 Ridgewood Rd
Suite 400W
Jackson, MS 39236-2830
(601) 899-1547

Return to:
Ronnie Greenhagen
6311 Ridgewood Rd
Suite 400W
Jackson, MS 39236-2830
(601)899-1547

Cimarron Mortgage Company No. 7767536
VA CASE NO. 232360324033
MERS Min No. 100122000077675362

Indexing Instructions: Lot 139, Greenbriar Lakes Patio Homes #4, Section 30,
Township 1 South, Range 7 West, DeSoto County, Plat Book 34, Page 6.

LOAN MODIFICATION AGREEMENT

(Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made this 20th day of January, 2010, between
Robert L. Stewart
7397 Hugh Lane
Southaven, MS 38671
(901) 493-1014

("Borrower") and

Mortgage Electronic Registration System, Inc.
Nominee for Cimarron Mortgage Company
6311 Ridgewood Dr, Suite 400 West
Jackson, MS 39211
(601) 899-1500

* Book 1595, Page 441

("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Deed to Secure Debt (the "Security Instrument"), dated 10-31-2002 and recorded in Deed Book ~~1642~~, page ~~607~~ in the Office of the Chancery Clerk, DeSoto County, Mississippi, and (2) the Note bearing the same date as, and secured by, the Security Instrument, which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at 7397 Hugh Lane, Southaven, MS 38671, the real property described being set forth as follows:

LOT 139, GREENBRIAR LAKES PATIO HOMES NO. 4, situated in Section 30, Township 1, South, Range 7 West, Desoto County, Mississippi, as per plat thereof recorded in Plat Book 34, Page 6, in the Office of the Chancery Clerk of Desoto County, Mississippi.

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of February 1, 2010, the amount payable under the Note and Security Instrument (the "Unpaid Principal Balance") is U. S. \$83,623.85 consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 5.0000%, from January 1, 2010. The Borrower promises to make monthly payments of principal and interest of U.S. \$448.91, beginning on February 1, 2010, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on January 1, 2040 (the "Maturity Date") the Borrower still owes amounts under the Note and Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.
The Borrower will make such payments at 6311 Ridgewood Road, Suite 400 West, Jackson, Mississippi, or at such other place as the Lender may require.
3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.
If the Lender exercises this option, the Lender shall give the Borrower notice

McCaffill Law Firm

7105 Swinnea Rd. Suite 1
Southaven, MS 38671

(662)-349-7780 LOAN MODIFICATION AGREEMENT - Single Family - (page 1 of 2 pages)

of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:
 - (a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
 - (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.
5. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all the terms and provisions thereof, as amended by this Agreement.

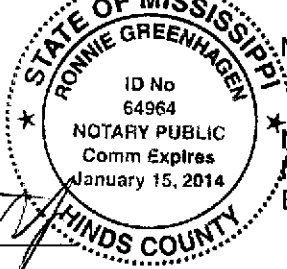
Mortgage Electronic Registration Systems, Inc.

Robert Parker, Vice President

STATE OF MISSISSIPPI
COUNTY OF HINDS

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction, Robert Parker, who acknowledges that he is the Vice President of Cimarron Mortgage Company, and the she signed and delivered the above foregoing instrument, as the act and deed of Cimarron Mortgage Company, said being authorized to do so.

Given under my hand and official seal, this 20TH day of January, 2010.



NOTARY PUBLIC

Ronnie Greenhagen

Notary Public of Mississippi At Large

My Commission Expires January 15, 2014

Bonded Thru Heiden, Brooks & Garland, Inc.

Robert L. Stewart, Jr.

Date

STATE OF Mississippi

COUNTY OF Desoto

Personally came and appeared before me, the undersigned authority in and for the above said jurisdiction aforesaid, the within name(s), Robert L. Stewart, Jr., who acknowledges that he/she signed, executed and delivered the above foregoing instrument of writing on the date first above written as his/her voluntary acts and deed.

Given under my hand and official seal of office, this the 25th day of January, 2010.

NOTARY PUBLIC

My commission Expires:

After recording, return to Cimarron Mortgage Company, P. O. Box 12830, Jackson, MS 39236-2830

